

Exhibit A

In re RS Old Mill LLC - No. 17-22218-rdd						
Accounting of Sale Proceeds Received and Disbursed by Debtor						
RECEIPT	Payer	Payee	Date	Backup	Authorization	Reason for Payment
\$13,763,840.88	Riverside Abstract (Escrow Agent for Sale of Premises)	Thomas Landrigan, Esq. (Closing Counsel for Debtor)	September 6, 2017	Thomas Landrigan Wire Transfer Records (see Tab 1)	Per Escrow Agreement	Surplus Funds from Sale of Premises
\$1,997.00	Commonwealth Land Title Insurance Company	Thomas Landrigan, Esq.	September 7, 2017	Thomas Landrigan Wire Transfer Records (see Tab 2)	September 6, 2017 Email from New York Land Services	Refund of Excess Funds Received at Closing
DISBURSEMENT						
\$12,500,000.00	Thomas Landrigan, Esq.	Treff & Lowy PLLC	September 6, 2017	Thomas Landrigan Wire Transfer Records (see Tab 3)	September 6, 2017 Emails from Salamon & Stern	Unknown
\$200,000.00	Thomas Landrigan, Esq.	Star Foods and More	September 6, 2017	Thomas Landrigan Wire Transfer Records (see Tab 4)	September 6, 2017 Emails from Salamon & Stern	Closing Costs
\$118,000.00	Thomas Landrigan, Esq.	Pick and Zabicki LLP	September 13, 2017	Thomas Landrigan Wire Transfer Records (see Tab 5)	September 13, 2017 Email from Thomas Landrigan	Debtor's Legal Fees
\$130,000.00	Thomas Landrigan, Esq.	White and Williams LLP	October 4, 2017	Thomas Landrigan Wire Transfer Records (see Tab 6)	October 3, 2017 Email from Thomas Landrigan	Bridgewater Legal Fees
\$622,837.88	Thomas Landrigan, Esq.	Receiver of Taxes	October 17, 2017	Cancelled Check from Landrigan Cohen, Labarbera and Landrigan, LLP (see Tab 7)	October 17, 2017 Email from Thomas Landrigan	Taxes
\$20,000.00	Thomas Landrigan, Esq.	United States Trustee	January 29, 2018	Thomas Landrigan Wire Transfer Records; January 29, 2018 Email from Joseph Nadkarni (see Tab 8)	Septmeber 2017 and January 2018 Emails from Douglas Pick and Thomas Landrigan	United States Trustee Fees

TOTAL RECEIPTS:	\$13,765,837.88
TOTAL DISBURSEMENTS:	\$13,590,837.88
FUNDS REMAINING IN LANDRIGAN IOLA ACCOUNT:	\$175,000.00

Exhibit B

Breakdown of Creditor Claims/Payments and Supporting Documentation

Creditor Name	Claim Amount/ Amount Owed	Nature of Claim	Scheduled/ Unscheduled	Proof of Claim Date	Payment Status	Backup	Notes
Better Distributors	\$3,200,000.00	Break-Up Fee	Scheduled	Not Filed	Barred Per Bar-Date Order	N/A	Consented to Dismissal
Watermark Associates LLC	\$2,800,000.00	Break-Up Fee	Scheduled	Not Filed	Barred Per Bar-Date Order	N/A	Consented to Dismissal
Bridgewater Capital	\$1,800,000.00	Financing Fee	Scheduled	Not Filed	Barred Per Bar-Date Order	N/A	Consented to Dismissal
Instyle Interiors	\$1,200,000.00	Break-Up Fee	Scheduled	Not Filed	Barred Per Bar-Date Order	N/A	Consented to Dismissal
RFG	\$400,000.00	Break-Up Fee	Scheduled	Not Filed	Barred Per Bar-Date Order	N/A	Consented to Dismissal
Shefa Trans Pacific	\$50,000.00	Unknown	Scheduled	Not Filed	Barred Per Bar-Date Order	N/A	Consented to Dismissal
JLL	\$50,000.00	Unknown	Scheduled	Not Filed	Barred Per Bar-Date Order	N/A	Claim Withdrawn from Schedules in October 2017
Novartis	\$2,500,000.00	Security Deposit	Unscheduled	April 10, 2017	Paid at September 1, 2017 Closing from CPIF Funds	September 6, 2017 Email from Novartis' Counsel; Closing Statement (see Tab 9)	Novartis Withdrew Claim for Security Deposit in September 6, 2017 Filing
New York Land Services	\$7,491.11	Title Commitment Fees	Unscheduled	April 13, 2017	Paid at September 1, 2017 Closing from CPIF Funds	October 13, 2017 Letter to Court	Creditor Erroneously Filed Two Proofs of Claim for Identical Amount
White and Williams	\$130,000.00	Bridgewater Legal Fees	Unscheduled	Not Filed	Paid on October 4, 2017 from Sale Proceeds	October 3, 2017 Email to Heidi Sorvino; Landrigan Wire Transfer Records (See Tab 6)	
Pick & Zabicki	\$118,000.00	Debtor's Legal Fees	Unscheduled	Not Filed	Paid on Septmeber 13, 2017 from Sale Proceeds	September 13, 2017 Email from Doug Pick; Landrigan Wire Transfer Records (see Tab 5)	
New York State Dep't of Taxation	\$622,837.88	Taxes	Unscheduled	Not Filed	Paid on October 17, 2017 from Sale Proceeds	Check dated October 17, 2017 (see Tab 7)	
United States Trustee	\$20,000.00	Fees Related to Chapter 11 Case and Closing	Unscheduled	Not Filed	Paid on January 29, 2018 from Sale Proceeds	Email from Joseph Nadkarni dated January 29, 2018; Landrigan Wire Transfer Records (see Tab 8)	Consented to dismissal
Mintz Levin	\$201,083.46	Debtor's Real Estate Counsel Fees (Novartis Sale Agreement)	Scheduled	March 14, 2017	Unpaid; Money for Claim in Landrigan Escrow Account	Creditor filed proof of claim for \$201,083.46; Agreed to reduce claim to \$10,000 in letter dated September 19, 2017 (see Tab 10)	Consented to Dismissal
Alpine Fine Construction	\$210,000.00	Construction Consulting	Scheduled	Not Filed	Unknown	N/A	Consented to Dismissal
Lyncrest Consulting	\$172,000.00	Environmental Consulting	Scheduled	Not Filed	Unknown	N/A	Consented to Dismissal
UHCS Disributors	\$140,000.00	Break-Up Fee	Scheduled	Not Filed	Unknown	N/A	Consented to Dismissal
Romaro	\$115,000.00	Independent Contractor	Scheduled	December 14, 2017	Unknown	N/A	Consented to Dismissal; Filed Proof of Claim on December 14, 2017 and Objected to Dismissal
Ell City LLC	\$70,000.00	Independent Contractor	Scheduled	Not Filed	Unknown	N/A	Consented to Dismissal
Goldman Copeland	\$48,000.00	Unknown	Scheduled	Not Filed	Unknown	N/A	Consented to Dismissal
AKRF	\$38,446.47	Environmental Consulting	Scheduled	April 3, 2017	Unpaid; Money for Claim in Landrian Escrow Account	Creditor filed proof of claim for \$38,446.47; Agreed to reduce claim to \$20,000 in email dated September 29, 2017 (see Tab 11)	Consented to Dismissal
Caps Skull	\$35,000.00	General Services	Scheduled	Not Filed	Unknown	N/A	Consented to Dismissal
Thomas Landrigan, Esq.	\$135,000.00	Debtor's Closing Counsel Fees	Unscheduled	Not Filed	Unpaid; Money for Claim in Landrigan Escrow Account	N/A	

TOTAL AMOUNTS BARRED/PAID:	\$12,898,328.99		
TOTAL SCHEDULED CLAIMS UNPAID/ PAYMENT STATUS UNKNOWN:	\$1,029,529.93	NEGOTIATED REDUCTION:	\$820,000.00
LANDRIGAN FEE CLAIM	\$135,000.00		\$135,000.00
TOTAL AMOUNTS UNPAID/ PAYMENT STATUS UNKNOWN:	\$1,164,529.93		\$955,000.00

Tab 1

CASSIN & CASSIN LLP

711 THIRD AVENUE
NEW YORK, NEW YORK 10017

212-972-6161

CASSINLLP.COM

CLOSING ESCROW AGREEMENT

September 1, 2017

BY ELECTRONIC MAIL

Riverside Abstract, LLC, as authorized agent of
Old Republic National Title Insurance Company ("**Escrow Agent**")
3839 Flatlands Avenue, Suite 208
Brooklyn, New York
Attention: Asher Rendler
Telephone No.: 718-252-4200
Facsimile No.: 718-252-4226
E-Mail: arendler@rsabstract.com

Re: Riverside Abstract, LLC Commitment No. RSANY-27660 dated August 17, 2017 (the "**Commitment**"); with respect to a certain \$33,000,000.00 mortgage loan (the "**Loan**") to be made by CPIF LENDING, LLC, a Washington limited liability company ("**Lender**") to SUFFERN PARTNERS LLC, a New York limited liability company ("**Rockland County Borrower**") and NORTH 14TH STREET REALTY ASSOCIATES LLC, a New York limited liability company ("**Kings County Borrower**"; together with Rockland County Borrower, jointly and severally, as co-borrowers, individually and collectively (as the context may require), and together with their permitted successors and assigns shall hereinafter be referred to as "**Borrower**" or "**Borrowers**"), with respect to property located at 25 Old Mill Road, Suffern, New York 10901, 19 Hemion Road, Montebello, New York 10901 and Route 59, Suffern, New York 10901 (the "**Rockland County Property**") and 200 North 14th Street, Brooklyn, New York 11249 and 4-6 Berry Street, Brooklyn, New York 11249 (the "**Kings County Property**"; together with the Rockland County Property, individually and collectively and as more particularly described on Exhibit A of the Commitment shall be referred to as the "**Property**")

Ladies and Gentlemen:

This letter (this "**Agreement**") shall constitute an escrow agreement and an agreement to issue the Policy (as hereinafter defined) among Lender, Borrower and Escrow Agent in connection with the Loan.

1. Delivery of Documents. Each of the following documents relating to the closing of the Loan (collectively, the "**Documents for Recordation**") have been previously or will be delivered to Escrow Agent under separate cover, all of which are undated, fully executed, completed (except to the extent required to be completed by Escrow Agent pursuant to the express terms of this Agreement) and where appropriate, acknowledged:

- A. One (1) deed or similar conveyance deed executed by seller, in favor of Borrower conveying fee simple title to the Property to Borrower (the "**Deed**");
- B. GAP Mortgage given by Kings County Borrower to Lender to be recorded with the Kings County Recorder's Office (the "**GAP Mortgage**");
- C. Amended, Restated and Consolidated Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture Filing given by Kings County Borrower to Lender, together with two (2) 255 Affidavits to be recorded with the Kings County Recorder's Office (the "**Kings County Mortgage**");
- D. Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture Filing given by Rockland County Borrower to Lender to be recorded with the Rockland County Recorder's Office (the "**Rockland County Mortgage**");
- E. Spreader Agreement given by Kings County Borrower and Rockland County Borrower in favor of Lender, together with two (2) 255 Affidavits, to be recorded with the Rockland County Recorder's Office (the "**Spreader Agreement**");
- F. Two (2) Amended, Restated and Consolidated Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture Filing given by each Borrower to Lender, together with four (4) 255 Affidavits, one to be recorded with the Rockland County Recorder's Office and one to be recorded with the Kings County Recorder's Office (collectively, the "**Consolidated Mortgage**");
- G. Two (2) Assignment of Leases and Rents given by each Borrower to Lender, together with four (4) 255 Affidavits, one to be recorded with the Rockland County Recorder's Office and one to be recorded with the Kings County Recorder's Office (collectively, the "**Assignment of Leases**"); and
- H. Two (2) UCC-1 Fixture Filings showing each Borrower, as debtor, and Lender, as secured party, one to be recorded with the Rockland County Recorder's Office and one to be recorded with the Kings County Recorder's Office (collectively, the "**UCC**").

Please be advised that one (1) Personalty UCC-1 Financing Statement showing each Borrower, collectively, as debtor, and Lender, as secured party will be filed with the Office of the Secretary of State, State of New York, by UCC Direct Services.

Please be advised that one (1) Pledge UCC-1 Financing Statement showing the Kings County Borrower, as debtor, and Lender, as secured party with be filed with the Office of the Secretary of State, State of New York, by UCC Direct Services.

Please be advised that one (1) Pledge UCC-1 Financing Statement showing the Rockland County Borrower, as debtor, and Lender, as secured party with be filed with the Office of the Secretary of State, State of New York, by UCC Direct Services.

Concurrently with the funding of the Loan and the satisfaction of the Closing Conditions (as hereinafter defined) (the "**Closing**"), Escrow Agent shall take possession of all of the Documents for Recordation and deliver them in accordance with the provisions of this Agreement.

2. Conditions to Closing. The following are Lender's conditions to closing the Loan (collectively, the "**Closing Conditions**"):

- A. Escrow Agent has received a final, completed copy of the mortgage loan closing statement (the "**Closing Statement**"), as confirmed by Scott Schneider, of Lender, which Escrow Agent shall attach hereto as Exhibit A hereto.
- B. With respect to the Kings County Property, Escrow Agent shall have received all other documents necessary to record and/or file, as the case may be, the applicable Documents for Recordation, including, without limitation, assignment documents of the existing mortgages in recordable form, any releases of liens necessary to issue the Policy and the undersigned shall have received copies of the underlying notes and mortgages set forth on Schedule 1 attached hereto and made a part hereof (the "**Underlying Notes and Mortgages**").
- C. Escrow Agent (i) has received by wire transfer the amount of loan funds (the "**Loan Funds**") indicated on the Closing Statement attached hereto as Exhibit A, (ii) has received from Borrower the balance, if any, of funds sufficient to cover all costs, expenses, entitlements and disbursements set forth on said Closing Statement (the "**Borrower Funds**"), (iii) has sufficient funds that may be required pursuant to Paragraph 7 hereof, if applicable, and (iv) is prepared immediately to disburse said funds in accordance with the Closing Statement.
- D. Escrow Agent is unconditionally and irrevocably committed to issue to Lender an ALTA Loan Policy of Title Insurance with respect to the property described in Exhibit A of the Commitment (the "**Policy**"), which Policy:
 - (1) shall be effective as of the date and time of the Closing;
 - (2) shall show the named insured as "CPIF Lending, LLC, a Washington limited liability company, its successors and assigns;"
 - (3) shall provide coverage in the amount of the Loan;
 - (4) shall show title to the fee interest in the Property vested in the applicable Borrower;

- (5) shall contain a legal description identical to the legal description attached to the Mortgage as Exhibit A thereto;
- (6) shall insure the Consolidated Mortgage to be a valid first lien on each Property pursuant to the pro forma policy attached hereto as Exhibit B (the "**Pro-Forma Policy**");
- (7) shall incorporate all handwritten changes, if any, marked on the Pro-Forma Policy attached hereto as Exhibit B, to which Escrow Agent and Lender have agreed and all of the endorsements attached to the Pro-Forma Policy with all blanks completed and all corrections made as indicated; and
- (8) shall reference all Documents for Recordation either in Schedule A or as subordinate items in Part 2 of Schedule B.

Each page of the Policy and each endorsement attached thereto must reflect the correct Policy Number. Further, each endorsement to the Policy must be signed and dated.

- E. Escrow Agent is unconditionally prepared to follow the instructions set forth in Paragraph 3 below.
- F. Escrow Agent has received written or telephonic authorization to carry out the instructions set forth in Paragraph 3 below from the following individuals:
 - (1) on behalf of Lender: either Dax Scharfstein, Esq. or William Cassin, Esq. of Cassin & Cassin LLP, Scott Schneider of Lender (collectively, the "**Lender Notice Parties**"); and
 - (2) on behalf of Borrower: Goldie Reisman or David Fleischmann, Esq., Esq. of Borrower (collectively, the "**Borrower Notice Parties**").

3. Closing. (a) Escrow Agent's Closing Obligations. Unless otherwise instructed by any of the persons listed in Paragraph 2.F.(1) above, when all of the foregoing Closing Conditions have been fully met, Escrow Agent shall, in the following order:

- A. date each of the Documents for Recordation the date of the Closing and funding of the Loan, fill in any other blanks in the Documents for Recordation and attach any exhibits to the Documents for Recordation, all as instructed by the Lender Notice Parties; and then
- B. disburse the Loan Funds and the Borrower Funds in the manner specified in the Closing Statement; and then
- C. as a Gap Closing is hereby authorized, record and/or file with the Rockland County Recorder's Office and with the Kings County Recorder's Office, the Deed for the Rockland County Property, the Gap

Mortgage, the Kings County Mortgage, the Rockland County Mortgage, the Spreader Agreement, each Consolidated Mortgage, each Assignment of Leases, and each UCC (marked for the applicable county recording), in such records in that order; and then

- D. give the confirmation required in Paragraph 4 hereof;
- E. and then (but not later than thirty (30) days after disbursing the Loan Funds and the Borrower Funds), deliver the Policy. The Policy should be sent via overnight courier to:

Dax Scharfstein, Esq.
Cassin & Cassin LLP
711 Third Avenue, 20th Floor
New York, New York 10017

Escrow Agent's recordation of any of the Documents for Recordation or disbursement of any funds delivered to Escrow Agent hereunder shall constitute Escrow Agent's unqualified, unconditional and irrevocable agreement to issue the Policy as set forth herein. All title insurance premiums, recording fees, escrow fees, real estate, mortgage, recordation and transfer taxes and other closing costs are to be paid by Borrower, and Escrow Agent's disbursement of any funds delivered to Escrow Agent hereunder shall evidence Escrow Agent's receipt of all such premiums, fees and other costs. Promptly after the Closing, Escrow Agent agrees to file as and when required by law any Form 1099 necessitated by the consummation of the Loan.

(b) Recording Information. The Escrow Agent will undertake to obtain the actual recorded copies of the Documents for Recordation at the time of recordation or, if unavailable, the recording information for the Documents for Recordation. Such recorded Documents for Recordation or recording information (to be set forth on the form attached hereto as Exhibit D-1 and Exhibit D-2) shall be forwarded to the attention of Dax Scharfstein, Esq. at Cassin & Cassin LLP within two (2) days after receipt by the Escrow Agent. If such information is not obtainable at the time of recordation, you shall deliver to Dax Scharfstein, Esq. of Cassin & Cassin LLP the recorded Documents for Recordation within two (2) days after your actual receipt thereof and the recording information (on the form attached hereto as Exhibit D-1 and Exhibit D-2) no later than thirty (30) days after the date of the Closing.

(c) Gap Closing. If all of the Closing Conditions are otherwise satisfied, but Escrow Agent shall not be able to record or file the Documents for Recordation as set forth above prior to the time indicated by (or on behalf of) Borrower and Lender as the desired time for the Closing, any of the Lender Notice Parties may authorize Escrow Agent to cause the Closing to occur by disbursing the Loan Funds and the Borrower Funds in the manner specified in the Closing Statement notwithstanding the fact that the Documents for Recordation have not been recorded or filed (such a closing, a "Gap Closing"); provided that Escrow Agent shall issue the Policy to be effective as of the date and time of such Gap Closing (and shall re-date the Policy upon the recording of the Mortgage as of the date of the recording of the Mortgage). In order for Escrow Agent to issue title insurance covering the period between the Gap Closing and the time the Mortgage is recorded, Borrower hereby agrees to execute and deliver to Escrow Agent any affidavit or indemnity reasonably requested by Escrow Agent for such purpose. If a Gap Closing shall be authorized as provided herein, Escrow Agent shall cause the Documents for Recordation to be recorded and filed as provided in Paragraphs 3(a)C. above as soon as possible thereafter but in no event later than three (3) business days following the Gap Closing.

(d) **IF A PROBLEM ARISES.** ESCROW AGENT SHALL IMMEDIATELY CONTACT ONE OF EACH OF THE LENDER NOTICE PARTIES AND THE BORROWER NOTICE PARTIES IF, FOLLOWING ESCROW AGENT'S RECEIPT OF THE AUTHORIZATION DESCRIBED IN PARAGRAPH 3 ABOVE, ESCROW AGENT CANNOT COMPLY WITH ANY OF THE FOREGOING INSTRUCTIONS. FURTHERMORE, IF AFTER BEING ADVISED THAT A WIRE TRANSFER OF FUNDS TO THE ESCROW AGENT HAS BEEN MADE BY LENDER, ESCROW AGENT HAS NOT RECEIVED SUCH WIRED FUNDS WITHIN ONE HOUR THEREAFTER, ESCROW AGENT WILL IMMEDIATELY CONTACT A LENDER NOTICE PARTY.

(e) **Investment of Funds.** If, for any reason, Loan Funds are invested by Escrow Agent prior to the Closing, Loan Funds shall be invested pursuant to written investment instructions executed by Lender and delivered to Escrow Agent together with an executed Form W-9. All income from the investment of Loan Funds will be promptly paid to Lender following the Closing (or, if the Loan does not close, such income will be paid to Lender together with the return of the Loan Funds); provided that such income shall be credited against the interest payable by Borrower pursuant to Paragraph 6 below. All income from the investment of Borrower Funds (after deducting any disbursements and closing costs required to be paid by Borrower), will be for the account of Borrower and promptly paid to Borrower following the Closing (or, if the Loan does not close, such income will be paid to Borrower together with the return of the Borrower Funds).

4. **Confirmation.** Immediately after the occurrence of the events set forth in Paragraphs 3(a)A through 3(a)D above, Escrow Agent shall email or telecopy written confirmation that the Closing has occurred to one of each of the Lender Notice Parties and the Borrower Notice Parties, which written confirmation shall set forth the date and time of recording of the Documents for Recordation and, if available, the recording information of each Document for Recordation. If the recording information is not immediately available, Escrow Agent shall deliver such information in accordance with Paragraph 3(b) hereof. In addition, within two (2) Business Days following Closing, the Escrow Agent shall telecopy to Lender Notice Parties, a copy of all checks or confirmation of wire transfers evidencing the disbursement of funds in accordance with the terms and conditions of this Agreement.

5. **Return of Documents.** The original Documents for Recordation are to be returned after the recording thereof via overnight courier to:

Dax Scharfstein, Esq.
Cassin & Cassin LLP
711 Third Avenue, 20th Floor
New York, New York 10017

6. **Interest.** By its execution of this Agreement below, Borrower agrees that, from and after the date upon which the Loan Funds are placed on the wire by Lender (regardless of the actual date of the Closing), the full amount of the Loan thereupon shall be deemed to be disbursed to Borrower and evidenced by the Promissory Note executed by Borrower in evidence of the Loan (the "**Note**") and shall bear interest at the rate provided in the Note and the Loan Agreement (as defined in the Note); provided, however, that Borrower's obligations under the Note shall arise only when such funds are disbursed to or for the benefit of Borrower, and should the Loan fail to close for any reason, interest shall remain due and payable by Borrower as provided in the Note only through the date on which the Loan Funds are returned to Lender.

7. Real Property Taxes. Escrow Agent will, prior to disbursing funds hereunder, make sure that there are no outstanding taxes or assessments which will not be paid off pursuant to the wiring instructions attached to the Closing Statement. In addition, Escrow Agent will make sure that sufficient loan proceeds are held by the Escrow Agent for any taxes or assessments which, if not paid by Borrower within sixty (60) days after the closing, would result in a penalty, fine or interest being owed. Escrow Agent shall make such payment promptly on behalf of Borrower, and in any event prior to the time a penalty, fine or interest is incurred. After such payment is made, any excess funds held for the purpose of making the aforesaid payment may be paid to Borrower.

8. Escrowed Loan Documents. Concurrently herewith, Borrower is delivering to Lender or its agents (which may include Lender's counsel or a custodian acting on its behalf) fully executed and where appropriate, acknowledged original counterparts of each of the documents listed on Exhibit C attached hereto, including, without limitation, duplicate original counterparts of each of the Documents for Recordation (collectively, the "Loan Documents"). The Loan Documents shall be held by Lender in escrow pending the Closing (Borrower acknowledges that while Lender is holding the Loan Documents in escrow, it may transfer possession thereof to its agents on its behalf). The Loan Documents shall be deemed to be delivered from Borrower to Lender upon the Closing. If the Closing shall not occur for any reason, Lender will return (or will cause to be returned) the Loan Documents to Borrower.

9. Notices. Except as otherwise expressly provided herein, any notice, consent, approval, request, demand, document or other communication which any party is required or may desire to give, deliver or make to any other party pursuant to this Agreement shall be in writing, and may be personally delivered or given or delivered by United States registered or certified mail, return receipt requested, by overnight delivery service (e.g., Federal Express), or by telecopied transmission addressed as follows:

Lender Notice Parties:

CPIF Lending, LLC
Fairview Avenue East, Suite 200
Seattle, Washington 98102
Attention: Billy Meyer
E-Mail: billym@columbiapacific.com

Cassin & Cassin LLP
711 Third Avenue, 20th Floor
New York, New York 10017
Attention: Dax Scharfstein, Esq.
Telephone: (212) 798-0129
E-Mail: dscharfstein@cassinllp.com

Borrowers Notice Parties:

Suffern Partners LLC
202 Grandview Avenue
Monsey, New York 10950
Attention: Goldie Reisman
Email Address: goldie.reisman.sterling@gmail.com

North 14th Street Realty Associates LLC

202 Grandview Avenue
Monsey, New York 10950
Attention: Goldie Reisman
Email Address: goldie.reisman.sterling@gmail.com

With a copy to:

Law Offices of David Fleischmann P.C.
2233 Nostrand Avenue, 3rd Floor
Brooklyn, New York 11210
Attention: David Fleischmann, Esq.
Email: David@dfleischmann.com

Escrow Agent:

Riverside Abstract, LLC
3839 Flatlands Avenue, Suite 208
Brooklyn, New York 11234
Attention: Asher Rendler
Telephone No.: 718-252-4200
Facsimile No.: 718-252-4226
E-Mail: arendler@rsabstract.com

Any party may designate a different address for itself by notice similarly given. Any notice, demand or document shall be deemed to have been given upon actual delivery or attempted delivery, provided such attempted delivery is made on a business day. Notices hereunder may be given by an attorney for a party hereto.

10. Amendments. This Agreement may not be changed, modified, supplemented or terminated, nor may any of the obligations of Lender, Borrower or Escrow Agent hereunder be waived, except by an instrument executed by the party hereto which is or will be affected by the terms of such instrument.

11. Counterparts. This Agreement may be executed in one or more counterparts, each of which when so executed and delivered shall be deemed an original, but all of which taken together shall constitute but one and the same instrument.

12. Governing Law. This Agreement shall be governed by, interpreted under, and construed and enforced in accordance with, the laws of the State of New York and without the aid of any canon, custom or rule of law requiring construction against the party causing this Agreement to be drafted.

13. Duties of Escrow Agent. Escrow Agent agrees to act in good faith in accordance with the terms of this Agreement. If Escrow Agent shall receive any notice from any party hereto objecting to the disposition of any of the documents, funds or other property escrowed pursuant to this Agreement, unless it shall receive written instructions to the contrary executed by Lender and Borrower, Escrow Agent shall return all such documents, funds (as to any funds, Escrow Agent shall have no liability or responsibility for any lost interest or penalty for early withdrawal) and other escrowed property to the party who delivered such to Escrow Agent, whereupon Escrow Agent's obligations as escrow agent hereunder shall be deemed fulfilled and Escrow Agent thereupon shall have no further obligations to any other party. Escrow Agent shall not be liable hereunder for any error in judgment,
{01308709;5}

CASSIN & CASSIN LLP

mistake of fact or law or act done or omitted in good faith, except to the extent of Escrow Agent's gross negligence or willful misconduct.

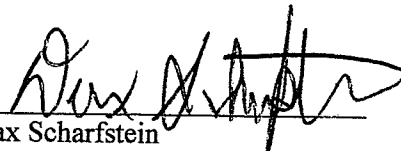
14. Wire Transfers. Escrow Agent will receive by wire transfer the Loan Funds, and Escrow Agent will receive from Borrower the Borrower Funds, if any. Each such wire transfer will be effectuated in accordance with the wiring instructions incorporated in the Closing Statement. Provided Escrow Agent initiates each of the wire transfers contemplated by the Closing Statement (and described in the endnotes thereto) in accordance with this Agreement and the Closing Statement, Escrow Agent shall not be liable for any act or omission of any other financial institution or other person or entity in connection with such wire transfers, nor shall Escrow Agent have any liability for any loss of funds or interest thereon, including, without limitation, special, consequential, indirect or incidental damages, regardless of whether any such claim is based on contract or tort or whether the likelihood of such damage was known to Escrow Agent. In no event shall damages exceed interest at a rate equal to the Federal Funds rate, adjusted daily, for the number of days that such funds are unavailable. Borrower shall indemnify and hold harmless Escrow Agent, its successors or assigns, from any loss, liability and cost incurred as a result of any incorrect information supplied in connection with such wire transfers.

[Remainder of Page Intentionally Blank]

Please acknowledge Escrow Agent's receipt of the Documents for Recordation and confirm Escrow Agent's agreement to comply with the foregoing instructions by signing the attached copy of this Agreement in the space provided below and returning it to me.

Very truly yours,

Cassin & Cassin LLP, as Counsel for Lender
on behalf of Lender

By: 
Dax Scharfstein

AGREED TO AND ACCEPTED:

ESCROW AGENT:

RIVERSIDE ABSTRACT, LLC

By: _____
Name: Asher Rendler
Title:

Please acknowledge Escrow Agent's receipt of the Documents for Recordation and confirm Escrow Agent's agreement to comply with the foregoing instructions by signing the attached copy of this Agreement in the space provided below and returning it to me.

Very truly yours,

Cassin & Cassin LLP, as Counsel for Lender
on behalf of Lender

By: _____
Dax Scharfstein

AGREED TO AND ACCEPTED:

ESCROW AGENT:

RIVERSIDE ABSTRACT, LLC

By: _____

Name: Asher Rendler *ELLIOT* *2/1/19*

Title: *COUNSEL*


CASSIN & CASSIN LLP

[Signatures continued from previous page]

BORROWER:

SUFFERN PARTNERS LLC, a
New York limited liability company

By: **RSOM CORP., a**
New York corporation, its Managing Member

By: 
Name: Goldie Reisman
Title: President

NORTH 14TH STREET REALTY ASSOCIATES LLC, a
New York limited liability company

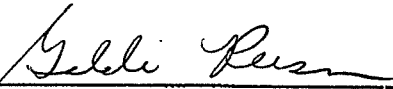
By: 
Name: Goldie Reisman
Title: Managing Member

EXHIBIT A

Mortgage Loan Closing Statement

RIVERSIDE ABSTRACT
Exhibits A-B With Tabs 1-11 Pg 19 of 103
 Lexington Tower

212 Second Street, Suite 502
 Lakewood, New Jersey 08701
 Telephone: (718) 252-4200 Fax: (718) 252-4226

File No.	RANY-27660		
Premises	Parcel I: 25 Old Mill Road		
	Parcel II: 19 Hemion Road		
	Parcel III: Route 59		
	200 North 14th Street		
	4-6 Berry Street		
Sellers	RS Old Mill, LLC	Purchaser	Suffern Partners LLC
Seller Counsel	Cohen, LaBarbera & Landrigan LLP	Purchaser Counsel	Law Offices of David Fleischmann P.C.
Lender	CPIF LENDING, LLC & W Financial Fund, LP		
Lender Counsel	Cassin & Cassin LLP		
Closing Date	September 6, 2017		

SETTLEMENT STATEMENT

Transaction Summary	Contract Price	\$	30,000,000.00
	Down Payment		
	Equity Received By Seller	\$	12,500,000.00
Loan	New Loan Amount	\$	33,000,000.00
Loan Related Fees			
	Lender Origination Fee	\$	660,000.00
	Environmental Insurance Cost	\$	-
	Reserve TILC	\$	2,500,000.00
	Reserve Capital Expenditure	\$	1,000,000.00
	Reserve Real Estate Taxes	\$	375,000.00
	Reserve Insurance	\$	-
	Reserve Interest		\$2,487,833.33
	Stub Interest		\$262,166.67
	Lender Due Diligence Expense	\$	11,000.00
	Borrower Deposit	\$	(95,000.00)
	Total Retained Funds	\$	7,201,000.00
	Net Wire to Title	\$	25,799,000.00

Description	Payee	Paid by Purchaser	Paid by Seller
Closing Adjustments			
Payoffs			
	TD Bank	\$ 4,858,054.29	
Miscellaneous Charges			
Title Fees	Riverside Abstract	\$ 1,338,936.72	\$ 149,298.72
ECBs	Riverside Abstract		\$ 97,500.00
Closer	Alan Hirsch		\$ 750.00
	Key Bank, National Association	\$ 750.00	
Borrower Legal Fees	Law Offices of David Fleischmann, P.C.	\$ 40,000.00	
	Reiss Sheppe LLP	\$ 48,500.00	
	Watermark Associates Broker Fee	\$281,714.11	\$ 48,285.89
Environmental Insurance Cost	IM Insurance Brokerage Inc	\$ 503,864.42	
Boiler & Machinery Incl Trial/ Tax/ Fee	IM Insurance Brokerage Inc	\$ 9,283.00	
Liability Incl Trial/ Tax / Fee	IM Insurance Brokerage Inc	\$ 20,565.00	
Property Incl Trial/ Tax/ Fee	IM Insurance Brokerage Inc	\$ 258,725.79	
Umbrella Incl Trial/ Tax/ Fee	IM Insurance Brokerage Inc	\$ 25,400.00	
	IM Insurance Brokerage Inc Credit	\$ (130,000.00)	
	Cassin & Cassin	\$ 125,000.00	
	Law Office Of Shaul C. Greenwald, Esq.	\$ 25,000.00	
	Corporation Service Company	\$ 4,000.00	
	Elie Basch	\$ 400.00	
	Vcorp Services, LLC	\$ 390.00	
	Bridgewater Capital Partners LLC	\$ 56,250.00	
	Bridgewater Capital Partners LLC	\$ 70,000.00	
	Commonwealth Land Title		\$ 15,940,324.51
	Cohen, LaBarbera & Landrigan, LLP		\$ 13,763,840.88
TOTAL SETTLEMENT CHARGES PAID:		\$ 7,536,833.33	\$ 30,000,000.00
NET AMOUNT DUE FROM PURCHASER:		\$ (762,166.67)	
NET PROCEEDS TO SELLER DISBURSED AS BELOW:			\$ -

Good Through 09/06/2017

Tab 2

From: Goetz-Graham, Mary <Mary.Goetz-Graham@fnf.com>
Sent: Wednesday, September 06, 2017 1:35 PM
To: Thomas C. Landrigan; 'Piirimae, Karl'; 'Matthews, Scott'; 'Michael Levine'; 'Doug Pick'; 'Sorvino, Heidi'
Cc: 'Barr, Leslie'; Della Salla, Arthur; GBROSNAN@CLL-LAW.COM
Subject: RE: 25 Old Mill

Both wires were released. Fed Reference numbers to follow. In the interim, we require wiring instructions from Buyer to release the excess funds received in the amount of \$1,997.00.

Thank you,

Mary T. Goetz-Graham, Esq.
Counsel
New York Land Services
Commonwealth Land Title Insurance Company
Fidelity National Title Group
630 Third Avenue, 12th Floor
New York, New York 10017
(212) 490-2277
Fax (212) 490-8012
Mary.Goetz-Graham@fnf.com

From: Thomas C. Landrigan <tlandrigan@cll-law.com>
Sent: Thursday, September 07, 2017 3:48 PM
To: 'Goetz-Graham, Mary'
Cc: tlandrigan@cll-law.com; GBROSNAN@CLL-LAW.COM
Subject: Wires of Balance of \$
Attachments: Wire Transfer Instructions - IOLA (002).pdf

Mary: Per your request if not provided already are our wire instructions for the small amount of surplus we wired just in case, etc. Thanks

Thomas C. Landrigan, Partner
Cohen, LaBarbera & Landrigan, LLP
40 Matthews Street, Suite 203
Goshen, New York 10924
845-291-1900
Fax 845-291-8601
Cell: 845-270-3895
Email tlandrigan@cll-law.com

Mail transmission and any accompanying documents contain information belonging to the sender which are confidential and legally privileged. This information is intended only for the use of the individual or entity to whom this transmission was sent as indicated above. If you are not the intended recipient, any disclosure, copying or use of same is strictly prohibited. If you have received this transmission in error, please reply to the sender at (845) 291-1900 or tlandrigan@cll-law.com and delete this message and all attachments from your electronic storage files. Federal Tax Disclosure and Confidentiality Notice: In accordance with IRS requirements, we inform you that any Federal tax advice contained in this communication is not intended or written to be used, and cannot be used, for the purpose of (i) avoiding penalties under the Internal Revenue Code or (ii) promoting, marketing or recommending to another party any transaction or matter addressed herein.



Virus-free. www.avq.com

COHEN, LABARBERA & LANDRIGAN, LLP
Attorneys at Law
40 Matthews Street, Suite 203
Goshen, NY 10924
Telephone (845) 291-1900
Facsimile (845) 291-8601

IOLA

Wire Transfer Instructions to IOLA Account

Name of Account: Cohen, LaBarbera & Landrigan LLP

Account Routing No./ABA: 221970443

Swift Code: STETUS33XXX

Account Number: 914430

Name of Bank: Sterling National Bank
60 Matthews Street
Goshen, NY 10924

Phone Number: 845-294-8353



21 Scarsdale Road
Yonkers, New York 10707

September 2017

Reporting Activity 09/01 - 09/30

Page 1 of 6

RETURN SERVICE REQUESTED

COHEN, LABARBERA & LANDRIGAN, LLP ATTY T
ATTORNEY TRUST ACCOUNT
IOLA FUND OF THE STATE OF NY
40 MATTHEWS ST STE 203
GOSHEN NY 10924-1989

Contact Us

© Client Services 855-274-2800
Automated Telephone Banking 855-274-2802
@
® Mailing Address 21 Scarsdale Road Yonkers, NY 10707
® Online Access <https://www.snb.com>

SUMMARY OF ACCOUNTS

ACCOUNT TYPE	ACCOUNT NUMBER	ENDING BALANCE
IOLA NY		

IOLA NY

Account Summary

Date	Description	
09/01/2017	Beginning Balance	
09/30/2017	Ending Balance	

Interest Summary

Description	
Interest Earned From 09/01/2017 Through 09/30/2017	
Annual Percentage Yield Earned	
Interest Days	
Interest Earned	
Interest Paid This Period	
Interest Paid Year-to-Date	
Interest Withheld Year-to-Date	
Average Ledger Balance	
Average Available Balance	

Transaction Activity

Transaction Date	Description	Debits	Credits	Balance

Page 2 of 6

[illegible]

Page 3 of 6

[illegible]

Reporting Activity 09/01 - 09/30

[illegible]

Page 5 of 6

[illegible]

Page 6 of 6

Tab 3

Thomas C. Landrigan

From: Thomas C. Landrigan <tlandrigan@cli-law.com>
Sent: Wednesday, September 6, 2017 6:25 PM
To: 'Marty S'; 'Isaac Genuth'; 'Mark Junger'; 'salamonduvid@gmail.com'
Cc: 'tlandrigan@cli-law.com'
Subject: FW: Wire Transfer Confirmations
Attachments: doc09777320170906175927.pdf

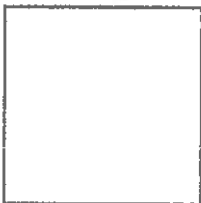
Wire confirmations.

From: Robert Hand [mailto:rhand@cli-law.com]
Sent: Wednesday, September 6, 2017 5:36 PM
To: tlandrigan@cli-law.com
Subject: Wire Transfer Confirmations

Robert Hand, Controller
Cohen, LaBarbera & Landrigan, LLP
40 Matthews Street, Suite 203
Goshen, New York 10924
Telephone: (845) 291-1900
Fax: (845) 291-8601
E-Mail: RHAND@CLL-LAW.COM

Mail transmission and any accompanying documents contain information belonging to the sender which are confidential and legally privileged. This information is intended only for the use of the individual or entity to whom this transmission was sent as indicated above. If you are not the intended recipient, any disclosure, copying or use of same is strictly prohibited. If you have received this transmission in error, please reply to the sender at (845) 291-1900 or RHAND@CLL-LAW.COM and delete this message and all attachments from your electronic storage files.

Federal Tax Disclosure and Confidentiality Notice: In accordance with IRS requirements, we inform you that any Federal tax advice contained in this communication is not intended or written to be used, and cannot be used, for the purpose of (i) avoiding penalties under the Internal Revenue Code or (ii) promoting, marketing or recommending to another party any transaction or matter addressed herein.



This email has been checked for viruses by AVG antivirus software.
www.avg.com



COHEN, LaBARBERA & LANDRIGAN LLP

IOLA 0002 (XX4430)

09/06/17

\$12,500,000.00

026013576

SIGNATURE BANK Complete

OFAC Passed CTR 1000 09/06/17 03:50 PM

FED WIRE REFERENCE:

20170906GMQFMP01016909

20170906B6B7261F00142909061711FT03



21 Scarsdale Road
Yonkers, New York 10707

September 2017

Reporting Activity 09/01 - 09/30

Page 1 of 6

RETURN SERVICE REQUESTED

COHEN, LABARBERA & LANDRIGAN, LLP ATTY T
ATTORNEY TRUST ACCOUNT
IOLA FUND OF THE STATE OF NY
40 MATTHEWS ST STE 203
GOSHEN NY 10924-1989

Contact Us

© Client Services 855-274-2800
Automated Telephone Banking 855-274-2802
@
® Mailing Address 21 Scarsdale Road Yonkers, NY 10707
® Online Access <https://www.snb.com>

SUMMARY OF ACCOUNTS

ACCOUNT TYPE	ACCOUNT NUMBER	ENDING BALANCE
IOLA NY		

IOLA NY-

Account Summary

Date	Description	
09/01/2017	Beginning Balance	
09/30/2017	Ending Balance	

Interest Summary

Description	
Interest Earned From 09/01/2017 Through 09/30/2017	
Annual Percentage Yield Earned	
Interest Days	
Interest Earned	
Interest Paid This Period	
Interest Paid Year-to-Date	
Interest Withheld Year-to-Date	
Average Ledger Balance	
Average Available Balance	

Transaction Activity

Transaction Date	Description	Debits	Credits	Balance



Page 2 of 6

Transaction Date	Description	Debits	Credits	Balance
[REDACTED]	[REDACTED]		[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]		[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]		[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]		[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]		[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]		[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]		[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]		[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]		[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]		[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]		[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]		[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]		[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]		[REDACTED]
09/06/2017	INCOMING WIRE,RIVERSIOE ABSTRACT LLC,SIGNATURE BANK,,2539810 6		\$13,763,840.88	[REDACTED]
09/06/2017	OUTGOING WIRE,STAR FOODS AND MORE,WELLS FARGO NA.,541579	-\$200,000.00		[REDACTED]
09/06/2017	OUTGOING WIRE.TREFF & LOWY PLL C, ACCOUNT# 2,SIGNATURE BANK, ,541584	-\$12,500,000.00		[REDACTED]
09/07/2017	INCOMING WIRE,COMMONWEALTH LAND TITLE INSUR CO,BK AMER NYC, 16NYROi 2785,2542i 009		\$1,997.00	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]		[REDACTED]
[REDACTED]	[REDACTED]		[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]		[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]		[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]		[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]		[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]		[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]		[REDACTED]
[REDACTED]	[REDACTED]		[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]		[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]		[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]		[REDACTED]
[REDACTED]	[REDACTED]		[REDACTED]	[REDACTED]
09/13/2017	OUTGOING WIRE,PICK & ZABICKI LP,JPMCHASE,,544531	-\$118,000.00		[REDACTED]

Page 3 of 6

[illegible]

Reporting Activity 09/01 - 09/30

[illegible]

Page 5 of 6

[illegible]

Thomas C. Landrigan

From: Marty S <martys19993@gmail.com>
Sent: Wednesday, September 6, 2017 3:40 PM
To: Thomas C. Landrigan
Cc: moses40600@gmail.com; duvis 110; salamondavid@gmail.com; Isaac Genuth; Mark Junger; GBROSNAN@CLL-LAW.COM; syeoman@cll-law.com; David Fleischmann
Subject: Re: Wire Instructions

Agreed

Sent from my iPhone

On Sep 6, 2017, at 3:35 PM, Thomas C. Landrigan <tlandrigan@cll-law.com> wrote:

I am in receipt of wired funds in the amount of \$13,763,840.88. Please confirm that \$12,500,000 is to be wired to Treff & Lowy per the below instructions provided by David Flieschmann. Thank you, Tom

From: David Fleischmann [<mailto:david@dfleischmann.com>]
Sent: Wednesday, September 6, 2017 2:04 PM
To: tlandrigan@cll-law.com
Subject: Fwd: Thanks

Account 2.

Beneficiary Bank: SIGNATURE BANK, 97 Broadway,
Brooklyn, New York 11249

ABA Routing No. 026013576

Accountholder No. 1501272775

Account Name: Treff & Lowy PLLC, Account #2

Account Holder Address: 342 Bedford Ave, Brooklyn,
New York 11249

<image001.jpg> Virus-free. www.avg.com

Thomas C. Landrigan

From: d salamon <salamonduvid@gmail.com>
Sent: Wednesday, September 6, 2017 4:01 PM
To: Moses
Cc: Marty S; David Fleischmann; syeoman@cli-law.com; duvis 110; Thomas C. Landrigan; igenuth@bridgewatercp.com; Mark Yunger; GBROSNAN@cli-law.com
Subject: Re: Wire Instructions

Agreed

On Sep 6, 2017 3:55 PM, "Moses" <moses40600@gmail.com> wrote:
Agreed

On Sep 6, 2017, at 3:44 PM, Mark Yunger <mark@bridgewatercp.com> wrote:

AGREED

Mark Yunger

CEO/Founder

From: igenuth@bridgewatercp.com [<mailto:igenuth@bridgewatercp.com>]
Sent: Wednesday, September 6, 2017 3:40 PM
To: 'Marty S'; 'Thomas C. Landrigan'
Cc: moses40600@gmail.com; 'duvis 110'; salamonduvid@gmail.com; 'Mark Junger'; GBROSNAN@CLI-LAW.COM; syeoman@cli-law.com; 'David Fleischmann'
Subject: RE: Wire Instructions

AGREED

ISAAC GENUTH

From: Marty S [<mailto:martys19993@gmail.com>]
Sent: Wednesday, September 06, 2017 3:40 PM
To: Thomas C. Landrigan <tlandrigan@cli-law.com>
Cc: moses40600@gmail.com; duvis 110 <duvis110@gmail.com>; salamonduvid@gmail.com; Isaac

Rados, Christopher

From: d salamon <salamonduvid@gmail.com>
Sent: Wednesday, September 06, 2017 4:01 PM
To: Moses
Cc: Marty S; David Fleischmann; syeoman@cli-law.com; duvis 110; Thomas C. Landrigan; igenuth@bridgewatercp.com; Mark Yunger; GBROSNAN@cli-law.com
Subject: Re: Wire Instructions

Agreed

On Sep 6, 2017 3:55 PM, "Moses" <moses40600@gmail.com> wrote:
Agreed

On Sep 6, 2017, at 3:44 PM, Mark Yunger <mark@bridgewatercp.com> wrote:

AGREED

Mark Yunger

CEO/Founder

From: igenuth@bridgewatercp.com [<mailto:igenuth@bridgewatercp.com>]
Sent: Wednesday, September 6, 2017 3:40 PM
To: 'Marty S'; 'Thomas C. Landrigan'
Cc: moses40600@gmail.com; 'duvis 110'; salamonduvid@gmail.com; 'Mark Junger'; GBROSNAN@CLL-LAW.COM; syeoman@cli-law.com; 'David Fleischmann'
Subject: RE: Wire Instructions

AGREED

ISAAC GENUTH

From: Marty S [<mailto:martys19993@gmail.com>]
Sent: Wednesday, September 06, 2017 3:40 PM
To: Thomas C. Landrigan <tlandrigan@cli-law.com>

Cc: moses40600@gmail.com; [duvis 110 <duvis110@gmail.com>](mailto:duvis110@gmail.com); salamonduvid@gmail.com; Isaac Genuth <igenuth@bridgewatercp.com>; Mark Junger <mark@bridgewatercp.com>; GBROSNAN@CLL-LAW.COM; syeoman@cjl-law.com; David Fleischmann <david@dfleischmann.com>

Subject: Re: Wire Instructions

Agreed

Sent from my iPhone

On Sep 6, 2017, at 3:35 PM, Thomas C. Landrigan <tlandrigan@cjl-law.com> wrote:

I am in receipt of wired funds in the amount of \$13,763,840.88. Please confirm that \$12,500,000 is to be wired to Treff & Lowy per the below instructions provided by David Flieschmann. Thank you, Tom

From: David Fleischmann [<mailto:david@dfleischmann.com>]

Sent: Wednesday, September 6, 2017 2:04 PM

To: tlandrigan@cjl-law.com

Subject: Fwd: Thanks

Account 2.

Beneficiary Bank: SIGNATURE BANK, 97

Broadway, Brooklyn, New York 11249

ABA Routing No. 026013576

Accountholder No. 1501272775

Account Name: Treff & Lowy PLLC, Account
#2

Account Holder Address: 342 Bedford Ave,
Brooklyn, New York 11249

Tab 4

Thomas C. Landrigan

From: Thomas C. Landrigan <tlandrigan@cli-law.com>
Sent: Wednesday, September 6, 2017 6:25 PM
To: 'Marty S'; 'Isaac Genuth'; 'Mark Junger'; 'salamonduvid@gmail.com'
Cc: 'tlandrigan@cli-law.com'
Subject: FW: Wire Transfer Confirmations
Attachments: doc09777320170906175927.pdf

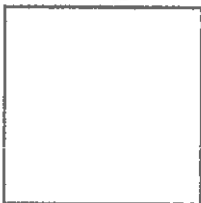
Wire confirmations.

From: Robert Hand [mailto:rhand@cli-law.com]
Sent: Wednesday, September 6, 2017 5:36 PM
To: tlandrigan@cli-law.com
Subject: Wire Transfer Confirmations

Robert Hand, Controller
Cohen, LaBarbera & Landrigan, LLP
40 Matthews Street, Suite 203
Goshen, New York 10924
Telephone: (845) 291-1900
Fax: (845) 291-8601
E-Mail: RHAND@CLL-LAW.COM

Mail transmission and any accompanying documents contain information belonging to the sender which are confidential and legally privileged. This information is intended only for the use of the individual or entity to whom this transmission was sent as indicated above. If you are not the intended recipient, any disclosure, copying or use of same is strictly prohibited. If you have received this transmission in error, please reply to the sender at (845) 291-1900 or RHAND@CLL-LAW.COM and delete this message and all attachments from your electronic storage files.

Federal Tax Disclosure and Confidentiality Notice: In accordance with IRS requirements, we inform you that any Federal tax advice contained in this communication is not intended or written to be used, and cannot be used, for the purpose of (i) avoiding penalties under the Internal Revenue Code or (ii) promoting, marketing or recommending to another party any transaction or matter addressed herein.



This email has been checked for viruses by AVG antivirus software.
www.avg.com



STERLING
NATIONAL BANK

21 Scarsdale Road
Yonkers, New York 10707

September 2017

Reporting Activity 09/01 - 09/30

Page 1 of 6

RETURN SERVICE REQUESTED

COHEN, LABARBERA & LANDRIGAN, LLP ATTY T
ATTORNEY TRUST ACCOUNT
IOLA FUND OF THE STATE OF NY
40 MATTHEWS ST STE 203
GOSHEN NY 10924-1989

Contact Us

© Client Services 855-274-2800
Automated Telephone Banking 855-274-2802
@
® Mailing Address 21 Scarsdale Road
Yonkers, NY 10707
® Online Access <https://www.snb.com>

SUMMARY OF ACCOUNTS

ACCOUNT TYPE	ACCOUNT NUMBER	ENDING BALANCE
IOLA NY		

IOLA NY

Account Summary

Date	Description	
09/01/2017	Beginning Balance	
09/30/2017	Ending Balance	

Interest Summary

Description	
Interest Earned From 09/01/2017 Through 09/30/2017	
Annual Percentage Yield Earned	
Interest Days	
Interest Earned	
Interest Paid This Period	
Interest Paid Year-to-Date	
Interest Withheld Year-to-Date	
Average Ledger Balance	
Average Available Balance	

Transaction Activity

Transaction Date	Description	Debits	Credits	Balance



Page 2 of 6

[illegible]

Page 3 of 6

[illegible]

Reporting Activity 09/01 - 09/30

[illegible]

Page 5 of 6

[illegible]

Page 6 of 6

Thomas C. Landrigan

From: d salamon <salamonduvid@gmail.com>
Sent: Wednesday, September 6, 2017 4:20 PM
To: Mark Junger
Cc: Isaac Genuth; Thomas C. Landrigan; duvis 110
Subject: RE: please release

Agree.

On Sep 6, 2017 4:19 PM, "Mark Yunger" <mark@bridgewatercp.com> wrote:

AGREED

*****PLEASE NOTE NEW ADDRESS*****

Mark Yunger

CEO/Founder



Development | Finance | Advisory

54 W 47th Street,

NEW YORK NY 10036

Tel: 212-244-1099

Web: WWW.BRIDGEWATERCP.COM

Email: mark@bridgewatercp.com

From: duvis 110 [mailto:duvis110@gmail.com]
Sent: Wednesday, September 6, 2017 4:19 PM
To: igenuth@bridgewatercp.com
Cc: tlandrigan@cli-law.com; mark@bridgewatercp.com; d salamon
Subject: Re: please release

Agreed

Sent from my iPhone

On Sep 6, 2017, at 4:15 PM, <igenuth@bridgewatercp.com> <igenuth@bridgewatercp.com> wrote:

Please wire \$200,000.00 to the account below. This wire should come off of the proceeds of Cohen Labarbera Landrigan.

STAR FOODS AND MORE

50 TICE BLVD. STE A40

WOODCLIFF LAKE, NJ 07677-7666

WELLS FARGO BANK

ABA 121000248

ACCOUNT 8037606889

ISAAC GENUTH

<image001.jpg>

54 W. 47th STREET Suite # 5FE | New York City, NY 10036

Tel: 212 244-1099

Cell: 917 750-9665

Web: www.bridgewatercp.com

Email: igenuth@bridgewatercp.com

CONFIDENTIALITY NOTICE: THIS MESSAGE IS INTENDED ONLY FOR THE USE OF THE INDIVIDUAL OR ENTITY TO WHICH IT IS ADDRESSED AND MAY CONTAIN INFORMATION THAT IS PRIVILEGED, CONFIDENTIAL, AND EXEMPT FROM DISCLOSURE UNDER APPLICABLE LAW. IF THE READER OF THIS MESSAGE IS NOT THE INTENDED RECIPIENT, YOU ARE HEREBY NOTIFIED THAT ANY DISSEMINATION, DISTRIBUTION, OR COPYING OF THIS COMMUNICATION IS STRICTLY PROHIBITED. IF YOU HAVE RECEIVED THIS COMMUNICATION IN ERROR, PLEASE NOTIFY US IMMEDIATELY AND DELETE THIS MESSAGE PERMANENTLY FROM YOUR FILES.



Virus-free. www.avast.com

Rados, Christopher

From: igenuth@bridgewatercp.com
Sent: Wednesday, September 06, 2017 4:14 PM
To: tlandrigan@cli-law.com; mark@bridgewatercp.com; 'd salamon'
Subject: please release

Please wire \$200,000.00 to the account below. This wire should come off of the proceeds of Cohen Labarbera Landrigan.

STAR FOODS AND MORE
50 TICE BLVD. STE A40
WOODCLIFF LAKE, NJ 07677-7666

WELLS FARGO BANK
ABA 121000248
ACCOUNT 8037606889

ISAAC GENUTH



54 W. 47th STREET Suite # 5FE | New York City, NY 10036
Tel: 212 244-1099
Cell: 917 750-9665
Web: www.bridgewatercp.com
Email: igenuth@bridgewatercp.com

CONFIDENTIALITY NOTICE: THIS MESSAGE IS INTENDED ONLY FOR THE USE OF THE INDIVIDUAL OR ENTITY TO WHICH IT IS ADDRESSED AND MAY CONTAIN INFORMATION THAT IS PRIVILEGED, CONFIDENTIAL, AND EXEMPT FROM DISCLOSURE UNDER APPLICABLE LAW. IF THE READER OF THIS MESSAGE IS NOT THE INTENDED RECIPIENT, YOU ARE HEREBY NOTIFIED THAT ANY DISSEMINATION, DISTRIBUTION, OR COPYING OF THIS COMMUNICATION IS STRICTLY PROHIBITED. IF YOU HAVE RECEIVED THIS COMMUNICATION IN ERROR, PLEASE NOTIFY US IMMEDIATELY AND DELETE THIS MESSAGE PERMANENTLY FROM YOUR FILES.



Virus-free. www.avg.com



COHEN, LaBARBERA & LANDRIGAN LLP

IOLA 0002 (XX4430)

09/06/17

\$200,000.00

121000248

WELLS FARGO NA Complete

OFAC Passed CTR 1000 09/06/17 03:46 PM

FED WIRE REFERENCE:

20170906GMQFMP01016908

20170906I187033R01967709061711FT03

From: YEHUDA SALAMON <yidel11219@gmail.com>
Sent: Wednesday, October 11, 2017 3:10 PM
To: tom landrigan law
Subject: Re: Fwd: Todays Wires!!!

Tom,
Please disburse ASAP to the 3rd party their closing costs \$509,459.30, since it's their money being held. Also add the \$65,000 for Levine and \$73,378.58 litigation cost for a total of \$647,837.88. This was supposed to be disbursed at closing. Send it directly to Star Foods.

Thank you,
Yehuda

On Oct 11, 2017 3:09 PM, "Marty S" <martys19993@gmail.com> wrote:

From: Marty S <martys19993@gmail.com>
Date: October 3, 2017 at 1:42:52 PM EDT
To: "Thomas C. Landrigan" <tlandrigan@cjl-law.com>, Bridgewater
<mark@bridgewatercp.com>, Isaac Genuth <igenuth@bridgewatercp.com>, d salamon
<salamonduvid@gmail.com>
Subject: Todays Wires!!!

Hi
Please all agree on below

Riverside Escrow
1) Pay Taxes 733,366.05
Total Left 32,918.75 (or more)

Tom Landrigan Escrow
1) Tom fees As previously agreed
2) Heidi fees As previously agreed
3) Mintz \$10K
4) AKRF \$20K
5) Mike Levine \$65K (Mike wants us to pay him directly)
5) Closing Expenses \$509,459.30 (Total was \$709,459.30, of which \$200,000.00 was wired)
6) Litigation \$100,000 (Towards 250k)
Total Left -\$26621.42
So lower litigation \$73,378.58

Tab 5

Thomas C. Landrigan

From: Doug Pick <dpick@picklaw.net>
Sent: Wednesday, September 13, 2017 3:07 PM
To: 'Thomas C. Landrigan'
Subject: RE: Fees

Received Thank you



Douglas J. Pick | *Partner*
PICK & ZABICKI LLP
369 Lexington Avenue, 12th Floor, New York, NY 10017
(212) 695-6000 Ext. 223 | dpick@picklaw.net
www.picklaw.net

From: Thomas C. Landrigan [mailto:tlandrigan@cjl-law.com]
Sent: Wednesday, September 13, 2017 2:47 PM
To: 'Doug Pick' <dpick@picklaw.net>
Cc: tlandrigan@cjl-law.com
Subject: RE: Fees

Doug: Please confirm when you have received the \$118,000 fees you and debtor agreed upon. Thanks, Tom

From: Thomas C. Landrigan [mailto:tlandrigan@cjl-law.com]
Sent: Wednesday, September 13, 2017 11:18 AM
To: 'Doug Pick' <dpick@picklaw.net>
Cc: 'tlandrigan@cjl-law.com' <tlandrigan@cjl-law.com>; 'Marty S' <martys19993@gmail.com>
Subject: Fees

Doug: Please send me your wire instructions. I would like to do this all at once, but last evening it appears I have authority from the "panel" to release \$118,000 to you. This does not solve this globally as I have made everyone aware (Heidi, TCL and Mintz, etc. have to be taken care of appropriately all of whom can object to dismissal), but I am told that should happen in some fashion today.

We need to start the process towards prompt dismissal, please send me your wire instructions and start the process. Thanks,

Thomas C. Landrigan, Partner
Cohen, LaBarbera & Landrigan, LLP
40 Matthews Street, Suite 203
Goshen, New York 10924
845-291-1900
Fax 845-291-8601
Cell: 845-270-3895



STERLING
NATIONAL BANK

21 Scarsdale Road
Yonkers, New York 10707

September 2017

Reporting Activity 09/01 - 09/30

Page 1 of 6

RETURN SERVICE REQUESTED

COHEN, LABARBERA & LANDRIGAN, LLP ATTY T
ATTORNEY TRUST ACCOUNT
IOLA FUND OF THE STATE OF NY
40 MATTHEWS ST STE 203
GOSHEN NY 10924-1989

Contact Us

© Client Services 855-274-2800
Automated Telephone Banking 855-274-2802
@
® Mailing Address 21 Scarsdale Road
Yonkers, NY 10707
® Online Access <https://www.snb.com>

SUMMARY OF ACCOUNTS

ACCOUNT TYPE	ACCOUNT NUMBER	ENDING BALANCE
IOLA NY		

IOLA NY-

Account Summary

Date	Description	
09/01/2017	Beginning Balance	
09/30/2017	Ending Balance	

Interest Summary

Description	
Interest Earned From 09/01/2017 Through 09/30/2017	
Annual Percentage Yield Earned	
Interest Days	
Interest Earned	
Interest Paid This Period	
Interest Paid Year-to-Date	
Interest Withheld Year-to-Date	
Average Ledger Balance	
Average Available Balance	

Transaction Activity

Transaction Date	Description	Debits	Credits	Balance



Page 2 of 6

Transaction Activity (continued)

Transaction Date	Description	Debits	Credits	Balance
[REDACTED]	[REDACTED]		[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]		[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]		[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]		[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]		[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]		[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]		[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]		[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]		[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]		[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]		[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]		[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]		[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]		[REDACTED]
09/06/2017	INCOMING WIRE,RIVERSIOE ABSTRACT LLC,SIGNATURE BANK,,2539810 6		\$13,763,840.88	[REDACTED]
09/06/2017	OUTGOING WIRE,STAR FOODS AND M ORE,WELLS FARGO NA.,541579	-\$200,000.00		[REDACTED]
09/06/2017	OUTGOING WIRE.TREFF & LOWY PLL C, ACCOUNT# 2,SIGNATURE BANK, ,541584	-\$12,500,000.00		[REDACTED]
09/07/2017	INCOMING WIRE,COMMONWEALTH LAN D TITLE INSUR CO,BK AMER NYC, 1 6NYROi 2785,2542i 009		\$1,997.00	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]		[REDACTED]
[REDACTED]	[REDACTED]		[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]		[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]		[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]		[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]		[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]		[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]		[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]		[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]		[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]		[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]		[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]		[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]		[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]		[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]		[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]		[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]		[REDACTED]
09/13/2017	OUTGOING WIRE,PICK & ZABICKI L LP,JPMCHASE,544531	-\$118,000.00		[REDACTED]

Page 3 of 6

[illegible]

Reporting Activity 09/01 - 09/30

Transaction Activity (continued)[illegible]

Page 5 of 6

[illegible]

Page 6 of 6

Tab 6

Thomas C. Landrigan

From: Thomas C. Landrigan <tlandrigan@cjl-law.com>
Sent: Tuesday, October 3, 2017 7:05 PM
To: 'Sorvino, Heidi'
Cc: tlandrigan@cjl-law.com; 'Doug Pick'; 'Yehuda Salamon'
Subject: FW: Objections

Heidi: I have approval to wire you \$130,000 to be held in escrow subject to dismissal of the bankruptcy case per necessary client authorization and Doug Pick's guidance. Please confirm this is acceptable and we will send it out early morning.

Thanks,

Thomas C. Landrigan, Partner
Cohen, LaBarbera & Landrigan, LLP
40 Matthews Street, Suite 203
Goshen, New York 10924
845-291-1900
Fax 845-291-8601
Cell: 845-270-3895
Email tlandrigan@cjl-law.com

Mail transmission and any accompanying documents contain information belonging to the sender which are confidential and legally privileged. This information is intended only for the use of the individual or entity to whom this transmission was sent as indicated above. If you are not the intended recipient, any disclosure, copying or use of same is strictly prohibited. If you have received this transmission in error, please reply to the sender at (845) 291-1900 or tlandrigan@cjl-law.com and delete this message and all attachments from your electronic storage files. Federal Tax Disclosure and Confidentiality Notice: In accordance with IRS requirements, we inform you that any Federal tax advice contained in this communication is not intended or written to be used, and cannot be used, for the purpose of (i) avoiding penalties under the Internal Revenue Code or (ii) promoting, marketing or recommending to another party any transaction or matter addressed herein.



Virus-free. www.avg.com



STERLING
NATIONAL BANK

21 Scarsdale Road
Yonkers, New York 10707

October 2017

Reporting Activity 1001 - 1031

Page 1 of 6

RETURN SERVICE REQUESTED

COHEN, LABARBERA & LANDRIGAN, LLP ATTY T
ATTORNEY TRUST ACCOUNT
IOLA FUND OF THE STATE OF NY
40 MATTHEWS ST STE 203
GOSHEN NY 10924-1989

Contact Us

© Client Services 855-274-2800
Automated Telephone Banking 855-274-2802
® Mailing Address 21 Scarsdale Road Yonkers, NY 10707
® Online Access <https://www.snb.com>

SUMMARY OF ACCOUNTS

ACCOUNT TYPE	ACCOUNT NUMBER	ENDING BALANCE
IOLA NY		

Account Summary

Date	Description	
10/01/2017	Beginning Balance	
10/31/2017	Ending Balance	

Interest Summary

Description	
Interest Earned From 10/01/2017 Through 10/31/2017	
Annual Percentage Yield Earned	
Interest Days	
Interest Earned	
Interest Paid This Period	
Interest Paid Year-to-Date	
Interest Withheld Year-to-Date	
Average Ledger Balance	
Average Available Balance	

Transaction Activity

Transaction Date	Description	Debits	Credits
	Beginning Balance		

Page 2 of 6

Transaction	Date	Description	Debits	Credits	Balance
[REDACTED]		[REDACTED]		[REDACTED]	[REDACTED]
[REDACTED]		[REDACTED]		[REDACTED]	[REDACTED]
[REDACTED]		[REDACTED]	[REDACTED]		[REDACTED]
[REDACTED]		[REDACTED]	[REDACTED]		[REDACTED]
10/04/2017		OUTGOING WIRE,WHITE AND WILLIA MS LLP ATTY TRUST,WELLS FARGO NA,555430	-\$130,000.00		[REDACTED]
[REDACTED]		[REDACTED]		[REDACTED]	[REDACTED]
[REDACTED]		[REDACTED]	[REDACTED]		[REDACTED]
[REDACTED]		[REDACTED]	[REDACTED]		[REDACTED]
[REDACTED]		[REDACTED]		[REDACTED]	[REDACTED]
[REDACTED]		[REDACTED]	[REDACTED]		[REDACTED]
[REDACTED]		[REDACTED]	[REDACTED]		[REDACTED]
[REDACTED]		[REDACTED]		[REDACTED]	[REDACTED]
[REDACTED]		[REDACTED]	[REDACTED]		[REDACTED]
[REDACTED]		[REDACTED]	[REDACTED]		[REDACTED]
[REDACTED]		[REDACTED]		[REDACTED]	[REDACTED]
[REDACTED]		[REDACTED]	[REDACTED]		[REDACTED]
[REDACTED]		[REDACTED]	[REDACTED]		[REDACTED]
[REDACTED]		[REDACTED]		[REDACTED]	[REDACTED]
[REDACTED]		[REDACTED]	[REDACTED]		[REDACTED]
[REDACTED]		[REDACTED]	[REDACTED]		[REDACTED]
[REDACTED]		[REDACTED]		[REDACTED]	[REDACTED]
[REDACTED]		[REDACTED]	[REDACTED]		[REDACTED]
[REDACTED]		[REDACTED]	[REDACTED]		[REDACTED]
[REDACTED]		[REDACTED]		[REDACTED]	[REDACTED]
[REDACTED]		[REDACTED]	[REDACTED]		[REDACTED]
[REDACTED]		[REDACTED]	[REDACTED]		[REDACTED]
[REDACTED]		[REDACTED]		[REDACTED]	[REDACTED]
[REDACTED]		[REDACTED]	[REDACTED]		[REDACTED]
[REDACTED]		[REDACTED]	[REDACTED]		[REDACTED]
[REDACTED]		[REDACTED]		[REDACTED]	[REDACTED]
[REDACTED]		[REDACTED]	[REDACTED]		[REDACTED]
[REDACTED]		[REDACTED]	[REDACTED]		[REDACTED]
[REDACTED]		[REDACTED]		[REDACTED]	[REDACTED]
[REDACTED]		[REDACTED]	[REDACTED]		[REDACTED]
[REDACTED]		[REDACTED]	[REDACTED]		[REDACTED]

October 2017

Page 5 of 6

Amount

Check Amount

Amount

[illegible][illegible]

■■■■■
■■■■■
■■■■■
■■■■■



STERLING
NATIONAL BANK

October 2017

Reporting Activity 10/01 • 10/31

Page 6 of 6

THIS PAGE LEFT INTENTIONALLY BLANK

Tab 7

Thomas C. Landrigan

From: Thomas C. Landrigan <tlandrigan@cjl-law.com>
Sent: Tuesday, October 17, 2017 4:59 PM
To: 'Cc: 'YS"; 'Doug Pick'; 'Michael Levine'; 'To: 'Sorvino, Heidi"
Cc: 'tlandrigan@cjl-law.com'; 'AMindick@rsabstract.com'; 'Isaac Genuth'; 'Mark Yunger'
Subject: Taxes
Attachments: RECEIVER OF TAXES.pdf

I am delivering the attached tax payment to our client for delivery as instructed and as bankruptcy counsel has advised real estate taxes (in this case September taxes) can be paid out of funds I am holding.

The balance of any taxes owed I understand will be paid separately.

Thomas C. Landrigan, Partner
Cohen, LaBarbera & Landrigan, LLP
40 Matthews Street, Suite 203
Goshen, New York 10924
845-291-1900
Fax 845-291-8601
Email tlandrigan@cjl-law.com

Mail transmission and any accompanying documents contain information belonging to the sender which are confidential and legally privileged. This information is intended only for the use of the individual or entity to whom this transmission was sent as indicated above. If you are not the intended recipient, any disclosure, copying or use of same is strictly prohibited. If you have received this transmission in error, please reply to the sender at (845) 291-1900 or tlandrigan@cjl-law.com and delete this message and all attachments from your electronic storage files. Federal Tax Disclosure and Confidentiality Notice: In accordance with IRS requirements, we inform you that any Federal tax advice contained in this communication is not intended or written to be used, and cannot be used, for the purpose of (i) avoiding penalties under the Internal Revenue Code or (ii) promoting, marketing or recommending to another party any transaction or matter addressed herein.

STERLING NATIONAL BANK		BANK CHECK	
60 MATTHEWS STREET GOSHEN, NY 10924			
REMITTER	COHEN, LABARBERA AND LANDRIGAN, LLP	DATE	10/17/17
PAY TO THE ORDER OF	Six Hundred Twenty-Two Thousand Eight Hundred Thirty-Seven and 88/100 RECEIVER OF TAXES	BRANCH	339
	\$622,837.88		297524
MEMO _____		Two Signatures Required Over \$5,000.00	

549

29527 125462

BANK CHECK



STERLING
NATIONAL BANK

60 MATTHEWS STREET
GOSHEN, NY 10924

DATE 10/17/17

297524

BRANCH	339
ORIGINATOR	PROKRJ
TIME	16:06:24
CHECK AMT	\$622,837.88
FEE AMT	\$0.00

REMITTER COHEN, LABARBERA AND
LANDRIGAN, LLP

TO
RECEIVER OF TAXES

NON-NEGOTIABLE

MEMO

ENDORSE HERE

CHECK HERE AFTER
MOBILE OR REMOTE DEPOSIT DATE

DO NOT WRITE
5. SIGNED
SIGN BELOW THIS LINE
INSTITUTION USE

>221970443<
Sterling Natl Bank #339
2017-10-17
0339271904
Batch 121782310

Cash On Us Check
339
10/17/17
4:02 PM
ACCT 1001
REF 91444851126318

RS-00
The security features listed below as well as those
not listed, exceed industry guidelines.

Security Features:

Microprinted Borders:

Watermark:

Security Blank:

Security Screen Backer:

Colored Back Ground:

Chemically Sensitive Paper:

Heat Sensitive Ink:

Product Design is a certification mark of the Check Payment Systems Association

* Security is the border appears as a line when
viewed through a microscope.

* Watermark is visible when held up to light.

* Security Blank is a security feature that
indicates document was printed on a security
blank.

* Security Screen Backer is a security feature
that protects the front of the document from
being viewed through the back.

* Colored Back Ground is a security feature
that provides a colored background for the
document.

* Chemically Sensitive Paper is a security
feature that protects the document from
being damaged by chemicals.

* Heat Sensitive Ink is a security feature
that allows the document to be erased by
applying heat.

COHEN, LABARBERA AND LANDRIGAN, LLP
ATTORNEYS AT LAW

STERLING NATIONAL BANK

IOLTA ACCOUNT
40 MATTHEWS STREET, SUITE 203
GOSHEN, NY 10924

50-7044/2219

10/17/2017

PAY TO THE
ORDER OF

Sterling National Bank

\$ **622,837.88

Six Hundred Twenty-Two Thousand Eight Hundred Thirty-Seven and 88/100***** DOLLARS

Sterling National Bank

MEMO

THIS DOCUMENT CONTAINS HEAT SENSITIVE INK. TOUCH OR PRESS WHERE THE HOI IMAGE DISAPPEARS WITH HEAT.

⑈001530⑈ ⑆221970443⑆ 100000914430⑈



21 Scarsdale Road
Yonkers, New York 10707

October 2017

Reporting Activity 1001 - 1031

Page 1 of 6

RETURN SERVICE REQUESTED

COHEN, LABARBERA & LANDRIGAN, LLP ATTY T
ATTORNEY TRUST ACCOUNT
IOLA FUND OF THE STATE OF NY
40 MATTHEWS ST STE 203
GOSHEN NY 10924-1989

Contact Us

- © Client Services 855-274-2800
- Automated Telephone Banking 855-274-2802
- ® Mailing Address 21 Scarsdale Road
Yonkers, NY 10707
- ® Online Access <https://www.snb.com>

SUMMARY OF ACCOUNTS

ACCOUNT TYPE	ACCOUNT NUMBER	ENDING BALANCE
IOLA NY		

Account Summary

Date	Description	
10/01/2017	Beginning Balance	
10/31/2017	Ending Balance	

Interest Summary

Description	
Interest Earned From 10/01/2017 Through 10/31/2017	
Annual Percentage Yield Earned	
Interest Days	
Interest Earned	
Interest Paid This Period	
Interest Paid Year-to-Date	
Interest Withheld Year-to-Date	
Average Ledger Balance	
Average Available Balance	

Transaction Activity

Transaction Date	Description	Debits	Credits
	Beginning Balance		

Page 2 of 6

Transaction Date	Description	Debits	Credits	Balance
[REDACTED]	[REDACTED]		[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]		[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]		[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]		[REDACTED]
10/04/2017	OUTGOING WIRE,WHITE AND WILLIA MS LLP ATTY TRUST,WELLS FARGO NA,,555430	-\$130,000.00		[REDACTED]
[REDACTED]	[REDACTED]		[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]		[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]		[REDACTED]
[REDACTED]	[REDACTED]		[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]		[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]		[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]		[REDACTED]
[REDACTED]	[REDACTED]		[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]		[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]		[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]		[REDACTED]
[REDACTED]	[REDACTED]		[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]		[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]		[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]		[REDACTED]
[REDACTED]	[REDACTED]		[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]		[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]		[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]		[REDACTED]
[REDACTED]	[REDACTED]		[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]		[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]		[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]		[REDACTED]
[REDACTED]	[REDACTED]		[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]		[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]		[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]		[REDACTED]
[REDACTED]	[REDACTED]		[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]		[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]		[REDACTED]
[REDACTED]	[REDACTED]		[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]		[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]		[REDACTED]

Page 4 of 6

[illegible]

Page 5 of 6

Amount

Check Amount

[illegible][illegible][illegible]

Check Number

Check Date

Check Amount

[illegible][illegible][illegible]

- Indicates skipped check number

Date _____

[illegible]

Amount

Date _____

Amount

[illegible]

1000000



October 2017

Reporting Activity 10/01 • 10/31

Page 6 of 6

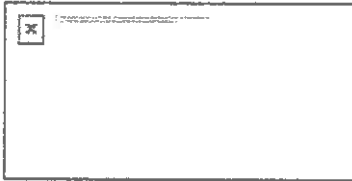
THIS PAGE LEFT INTENTIONALLY BLANK

Tab 8

Thomas C. Landrigan

From: Doug Pick <dpick@picklaw.net>
Sent: Wednesday, September 13, 2017 5:50 PM
To: Thomas C. Landrigan
Subject: RS Old mill

I will need a check for \$20,000 made payable to the Office of the US Trustee assuming that all other quarterly fees have been paid to date. Thanks again for your help



Douglas J. Pick | *Partner*
PICK & ZABICKI LLP
369 Lexington Avenue, 12th Floor, New York, NY 10017
(212) 695-6000 Ext. 223 | dpick@picklaw.net
www.picklaw.net



Virus-free. www.avg.com

From: Thomas C. Landrigan <tlandrigan@cfl-law.com>
Sent: Monday, November 06, 2017 10:52 AM
To: 'Marty S'; 'Cc: 'YS"
Subject: FW: Novartis/Suffern Sale - Closing Statements

FYI: Per prior emails, I am wiring \$20,000 to Doug Pick, Esq. per prior e-mails so he can cut \$20,000 statutory required amount to the US Trustee's office, which is required to dismiss the case (the timeline for dismissal is literally Tuesday-Wednesday so we need no reason for trouble right now). Note, also, that Doug Pick will require an additional \$3,000 today per the below and my funds are short to cover this after accounting for all other items, which should be done immediately. Someone should take care of this (I cannot deduct it and still cover my fees, AKRF resolution or Mintz resolution without being short on closeout funds, someone needs to address).

Also, note, we need the operating reports completed to close this out. We are 2 business days more away but need this done right now to close this out.

Best,

Thanks, Tom

From: Doug Pick [mailto:dpick@picklaw.net]
Sent: Wednesday, November 1, 2017 7:28 PM
To: 'Thomas C. Landrigan' <tlandrigan@cfl-law.com>; 'Cc: 'YS' <yidel11219@gmail.com>; 'duvis 110' <duvis110@gmail.com>
Cc: Eric Zabicki <ezabicki@picklaw.net>
Subject: RE: Novartis/Suffern Sale - Closing Statements

I will need a \$20,000 check to the Office of the US Trustee for the quarterly fees plus an additional \$3,000 for our time and out of pocket expenses to have the case noticed to all creditors for dismissal. Can you wire us \$23,000 Thanks Doug



Douglas J. Pick | *Partner*
PICK & ZABICKI LLP
369 Lexington Avenue, 12th Floor, New York, NY 10017
(212) 695-6000 Ext. 223 | dpick@picklaw.net
www.picklaw.net

From: Thomas C. Landrigan [mailto:tlandrigan@cfl-law.com]
Sent: Wednesday, November 1, 2017 7:23 PM
To: 'Cc: 'YS' <yidel11219@gmail.com>; 'duvis 110' <duvis110@gmail.com>; 'Doug Pick' <dpick@picklaw.net>; tlandrigan@cfl-law.com
Subject: FW: Novartis/Suffern Sale - Closing Statements

From: Thomas C. Landrigan [<mailto:tlandrigan@cll-law.com>]
Sent: Thursday, September 28, 2017 8:15 PM
To: 'Marty S' <martys19993@gmail.com>; 'd salamon' <salamonduvid@gmail.com>
Cc: tlandrigan@cll-law.com; GBROSNAN@CLL-LAW.COM
Subject: FW: Novartis/Suffern Sale - Closing Statements



Virus-free. www.avg.com

From: Nadkarni, Joseph (USTP) [mailto:Joseph.T.Nadkarni@usdoj.gov]
Sent: Monday, January 29, 2018 10:09 AM
To: Doug Pick <dpick@picklaw.net>
Cc: YS <yidel11219@gmail.com>; duvis 110 <duvis110@gmail.com>; Thomas C. Landrigan <tlandrigan@cli-law.com>
Subject: RE: RE: RS Old Mill LLC

Ok; we will process the check.

From: Doug Pick [mailto:dpick@picklaw.net]
Sent: Monday, January 29, 2018 8:31 AM
To: Nadkarni, Joseph (USTP) <Joseph.T.Nadkarni@UST.DNJ.GOV>
Cc: YS <yidel11219@gmail.com>; duvis 110 <duvis110@gmail.com>; Thomas C. Landrigan <tlandrigan@cli-law.com>
Subject: RE: RE: RS Old Mill LLC

We had purchased the property in the 4th quarter from Novartis. I am in the process of getting the closing statement so as to file the final monthly operating reports.



Douglas J. Pick | *Partner*
PICK & ZABICKI LLP
369 Lexington Avenue, 12th Floor, New York, NY 10017
(212) 695-6000 Ext. 223 | dpick@picklaw.net
www.picklaw.net

From: Nadkarni, Joseph (USTP) [mailto:Joseph.T.Nadkarni@usdoj.gov]
Sent: Monday, January 29, 2018 7:27 AM

To: Doug Pick <dpick@picklaw.net>

Subject: RE: RE: RS Old Mill LLC

Doug:

Another e-mail to you on why we received a check for \$20,000 on this case?

Joseph T. Nadkarni, CFA
Bankruptcy Analyst
Office of the United States Trustee
201 Varick Street – Suite 1006
New York, New York 10014
(212) 510-0517

From: Doug Pick [<mailto:dpick@picklaw.net>]

Sent: Wednesday, January 24, 2018 4:21 PM

To: Nadkarni, Joseph (USTP) <Joseph.T.Nadkarni@UST.DNJ.GOV>

Cc: Thomas C. Landrigan <tlandrigan@cll-law.com>; 'Sorvino, Heidi' <Sorvinoh@whiteandwilliams.com>; ml@levlaw.org

Subject: RE: RE: RS Old Mill LLC

Sorry I was trying to reach out to the clients to get the monthly operating reports done and filed. I will follow up with them again. Doug



Douglas J. Pick | *Partner*
PICK & ZABICKI LLP
369 Lexington Avenue, 12th Floor, New York, NY 10017
(212) 695-6000 Ext. 223 | dpick@picklaw.net
www.picklaw.net

From: Nadkarni, Joseph (USTP) [<mailto:Joseph.T.Nadkarni@usdoj.gov>]

Sent: Wednesday, January 24, 2018 11:54 AM

To: dpick@picklaw.net

Subject: FW: RE: RS Old Mill LLC

I am not sure what the issue is with not answering my e-mails or calls on this case.

Joseph T. Nadkarni, CFA
Bankruptcy Analyst
Office of the United States Trustee
201 Varick Street – Suite 1006
New York, New York 10014
(212) 510-0517

From: Nadkarni, Joseph (USTP)
Sent: Tuesday, January 23, 2018 10:19 AM
To: dpick@picklaw.net
Cc: Nadkarni, Joseph (USTP) <Joseph.T.Nadkarni@UST.DNJ.GOV>
Subject: RE: RS Old Mill LLC

Doug:

Good Morning. We received a check for \$20,000 on this case for quarterly fees.

I believe this is a mistake. Given that the debtor has not had any disbursements since the case filed and the motion to dismiss has still not been resolved, currently the debtor owes \$975. Please let me know about the check and the status of the motion to dismiss.

Regards,
Joseph

Joseph T. Nadkarni, CFA
Bankruptcy Analyst
Office of the United States Trustee
201 Varick Street – Suite 1006
New York, New York 10014
(212) 510-0517



Virus-free. www.avg.com



STERLING
NATIONAL BANK

21 Scarsdale Road
Yonkers, New York 10707

November 2017

Reporting Activity 11/01 - 11/30

Page 1 of 6

RETURN SERVICE REQUESTED

COHEN, LABARBERA & LANDRIGAN LLP
ATTORNEY TRUST ACCOUNT
IOLA FUND OF THE STATE OF NY
40 MATTHEWS ST STE 203
GOSHEN NY 10924-1989

Contact Us

Client Services 855-274-2800
 Automated Telephone Banking 855-274-2802
 Mailing Address 21 Scarsdale Road
Yonkers, NY 10707
 Online Access <https://www.snb.com>

SUMMARY OF ACCOUNTS

ACCOUNT TYPE	ACCOUNT NUMBER	ENDING BALANCE

IOLA NY -

Account Summary

Date	Description	
11/01/2017	Beginning Balance	
11/30/2017	Ending Balance	

Interest Summary

Description	
Interest Earned From 11/01/2017 Through 11/30/2017	
Annual Percentage Yield Earned	
Interest Days	
Interest Earned	
Interest Paid This Period	
Interest Paid Year-to-Date	
Interest Withheld Year-to-Date	
Average Ledger Balance	
Average Available Balance	

Transaction Activity

Transaction Date	Description	Debits	Credits
	Beginning Balance		



Page 2 of 6

[illegible]

Page 3 of 6

[illegible]

	Description	Amount

Reporting Activity 11101 - 11/30

[REDACTED]

[illegible]

Check Date

Page 5 of 6

	Total for this period	Total year to date
██████████	████	████
██████████████████	████	████



STERLING
NATIONAL BANK

November 2017

Reporting Activity 11/01 - 11/30

Page 6 of 6

THIS PAGE LEFT INTENTIONALLY BLANK

Tab 9

From: Piirimae, Karl <kpiirimae@windelsmarx.com>
Sent: Wednesday, September 06, 2017 1:58 PM
To: Goetz-Graham, Mary; Thomas C. Landrigan; Matthews, Scott; 'Michael Levine'; 'Doug Pick'; 'Sorvino, Heidi'
Cc: Barr, Leslie; Della Salla, Arthur; GBROSNAN@CLL-LAW.COM
Subject: RE: 25 Old Mill

Novartis confirms receipt of funds and turnover of the site.
KP

From: Goetz-Graham, Mary [mailto:Mary.Goetz-Graham@fnf.com]
Sent: Wednesday, September 06, 2017 1:56 PM
To: Thomas C. Landrigan; Piirimae, Karl; Matthews, Scott; 'Michael Levine'; 'Doug Pick'; 'Sorvino, Heidi'
Cc: Barr, Leslie; Della Salla, Arthur; GBROSNAN@CLL-LAW.COM
Subject: RE: 25 Old Mill

We ask Novartis to please confirm receipt of the funds, so we can release the Conveyance Documents and the Possession Items pursuant to subparagraph b) of the Closing Instructions Letter dated September 1, 2017 and arrange for recording of the Deed. Pursuant to my telephone call with Tom a short while ago, we will send him PDF copies of the Deed and of the original Title Policy, and the documentation will be overnighted to his office.
Thank you,

Mary T. Goetz-Graham, Esq.
Counsel
New York Land Services
Commonwealth Land Title Insurance Company
Fidelity National Title Group
630 Third Avenue, 12th Floor
New York, New York 10017
(212) 490-2277
Fax (212) 490-8012
Mary.Goetz-Graham@fnf.com

Tab 10

MINTZ LEVIN

Stuart A. Offner | 617 348 4411 | soffner@mintz.com

One Financial Center
Boston, MA 02111
617-542-6000
617-542-2241 fax
www.mintz.com

September 19, 2017

Mr. Isaac Genuth
Bridgewater Capital Partners
54 W. 47th Street
New York, NY 10036

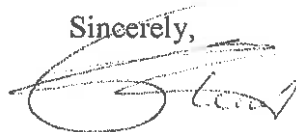
Re: Novartis/Suffern Invoices - RS Old Mill

Dear Isaac:

I can confirm to you and to Bridgewater as discussed that we have no claim for any fees or other expenses to Bridgewater, you or your affiliates in connection with the Novartis property in any respect. We wish you the very best in connection with the property and would be happy to assist in any respect

With respect to RS Old Mill, I have spoken with both Yehuda Salamon and Mr. Landrigan. We are prepared to accept \$10,000 and to waive any further claim by our firm for fees, subject to and conditioned upon (i) receipt of funds by the end of October 2017 (or as otherwise approved by the bankruptcy court), and (ii) release of any claims by the debtor. This covers our claim filed in the bankruptcy proceeding of RS Old Mill, LLC (Case Number 17-22218-rdd) in full.

Sincerely,



Stuart A. Offner

cc: Thomas Landrigan, Esquire
Douglas Pick, Esquire
Mr. Yehuda Salamon

72170189v.1

Mintz, Levin, Cohn, Ferris, Glovsky and Popeo, P.C.

BOSTON | LONDON | LOS ANGELES | NEW YORK | SAN DIEGO | SAN FRANCISCO | STAMFORD | WASHINGTON

Tab 11

From: Sharon DeNara <sdenara@akrf.com>
Sent: Friday, September 29, 2017 4:25 PM
To: tlandrigan@cjl-law.com
Subject: Fwd: Project [12494] 25 Old Mill Road Suffern

Sharon DeNara
AR Collection Manager

.....

AKRF, INC.
Environmental, Planning, and Engineering Consultants

440 Park Ave South, 7th Floor | New York, NY 10016
P) [646.388.9556](tel:646.388.9556) || F) [212.779.9721](tel:212.779.9721)

www.akrf.com

----- Forwarded message -----

From: Sharon DeNara <sdenara@akrf.com>
Date: Fri, Sep 29, 2017 at 3:47 PM
Subject: Project [12494] 25 Old Mill Road Suffern
To: dpick@picklaw.net
Cc: Eric Morgenweck <emorgenweck@akrf.com>, Steven Krivitzky <skrivitzky@akrf.com>, Axel Schwendt <aschwendt@akrf.com>, Marc Godick <mgodick@akrf.com>

Dear Tom,

**Re: AKRF Project [12494] 25 Old Mill Road Rd Suffern
RS Old Mill, LLC - Chapter 11
Case No. 17-22218 (RDD)
Amount Due: \$38,446.47**

As requested, attached is the executed Consent Order Dismissing Chapter 11 Case for the subject project.

We accept your offer of \$20,000 in full and final settlement of our claim.

Please remit payment, per the following bank information:

Account Name: AKRF, Inc.

Bank Name: Investors Bank

Court Street Branch

81 Court Street

Brooklyn, NY 11201

Account #: 1000458904

Routing #: 221272031

Please reply to confirm receipt and advise where the original document should be sent.

Thank you,

Sharon--

Sharon DeNara
AR Collection Manager

.....
AKRF, INC.
Environmental, Planning, and Engineering Consultants

440 Park Ave South, 7th Floor | New York, NY 10016
P) 646.388.9556 | F) 212.779.9721

www.akrf.com